

# Exhibit I

## to Hawkins Declaration

Plaintiffs' Motion for Class Certification

Michelo et al. v. Nat'l Collegiate Student Loan Trust 2007-2 et al., No. 18-CV-1781

Bifulco et al. v. Nat'l Collegiate Student Loan Trust 2004-2 et al., No. 18-CV-7692

CITY COURT OF THE CITY OF BUFFALO  
COUNTY OF ERIE

INDEX #

SUMMONS

V

NATIONAL COLLEGIATE STUDENT LOAN  
TRUST 2006-4, A DELAWARE  
STATUTORY TRUST(S)

PLAINTIFF,

PLAINTIFF'S ADDRESS  
800 BOYLSTON ST FL34  
BOSTON, MA 02199

4454

- AGAINST -  
CORI FRAUENHOFER

DEFENDANT'S ADDRESSES  
288 TRAVERS CIRCLE APT B

DEFENDANT(S) . AMHERST NY 14228-1757

CONSUMER CREDIT TRANSACTION

COUNTY OF RESIDENCE OF DEFENDANT -

ERIE

COUNTY WHERE TRANSACTION TOOK PLACE -

ERIE

TO THE ABOVE NAMED DEFENDANT(S): CORI FRAUENHOFER

YOU ARE HEREBY SUMMONED AND REQUIRED TO APPEAR IN THE  
CITY COURT OF THE CITY OF BUFFALO

COUNTY OF ERIE

50 DELAWARE AVE

BUFFALO NY

BY SERVING AN ANSWER\* TO THE ANNEXED COMPLAINT UPON PLAINTIFFS ATTORNEY,  
AT THE ADDRESS STATED BELOW, OR IF THERE IS NO ATTORNEY, UPON THE  
PLAINTIFF, AT THE ADDRESS STATED ABOVE WITHIN THE TIME PROVIDED BY LAW  
AS NOTED BELOW;

UPON YOUR FAILURE TO ANSWER, JUDGMENT WILL BE TAKEN AGAINST YOU FOR THE  
RELIEF DEMANDED IN THE COMPLAINT, TOGETHER WITH THE DISBURSEMENTS OF  
THIS ACTION.

DATED THE 10 DAY OF JUNE , 2013

FILE NO.  
MS30000203853

ORIG ACCT# END IN: 1000

FORSTER & GARBUS LLP BY  
ATTY(S) FOR PLTF  
60 MOTOR PARKWAY  
COMMACK NY 11725  
(631) 393-9400

2013 JUN 19 AM 10:40

BUFFALO

NOTE: THE LAW PROVIDES THAT:

(A) IF THIS SUMMONS IS SERVED BY ITS DELIVERY TO YOU PERSONALLY WITHIN  
THE COUNTY OF ERIE YOU MUST APPEAR AND ANSWER WITHIN 10 DAYS AFTER  
SUCH SERVICE: OR

(B) IF THIS SUMMONS IS SERVED BY DELIVERY TO ANY PERSON OTHER THAN YOU  
PERSONALLY, OR IS SERVED OUTSIDE THE COUNTY OF ERIE , OR BY PUBLI-  
CATION, OR BY ANY MEANS OTHER THAN PERSONAL DELIVERY TO YOU WITHIN THE  
COUNTY OF ERIE YOU ARE ALLOWED 30 DAYS AFTER SERVICE IS COMPLETE  
WITHIN WHICH TO ANSWER.

\* YOU NEED NOT PHYSICALLY GO TO THE COURT TO SERVE AN ANSWER.

DEFENDANT'S POB:



CITY COURT OF THE CITY OF BUFFALO  
COUNTY OF ERIE

FORMAL COMPLAINT

NATIONAL COLLEGIATE STUDENT LOAN  
TRUST 2006-4, A DELAWARE  
STATUTORY TRUST(S) PLAINTIFF,

- AGAINST -  
CORI FRAUENHOFER

DEFENDANT(S) .

PLAINTIFF, BY ITS ATTORNEY(S), COMPLAINING OF THE DEFENDANT(S), UPON INFORMATION AND BELIEF, ALLEGES:

1. THAT THE DEFENDANT(S) RESIDES IN THE CITY IN WHICH THIS ACTION IS BROUGHT; AND THAT THE DEFENDANT(S) TRANSACTED BUSINESS WITHIN THE COUNTY IN WHICH THIS ACTION IS BROUGHT IN PERSON OR THROUGH HIS AGENT AND THAT THE INSTANT CAUSE OF ACTION AROSE OUT OF SAID TRANSACTION
2. PLAINTIFF IS AUTHORIZED TO PROCEED WITH THIS ACTION.
3. UPON INFORMATION AND BELIEF DEFENDANT(S) BORROWED MONEY FROM PLAINTIFF OR PLAINTIFF'S ASSIGNOR PURSUANT TO A PROMISSORY NOTE.
4. DEFENDANT(S) HAS DEFAULTED ON SAID AGREEMENT AND \$ 7,242.12 IS NOW DUE, NO PART OF SAID SUM HAS BEEN PAID ALTHOUGH DULY DEMANDED.

5. DEFENDANT(S) IS IN DEFAULT AND DEMAND FOR PAYMENT HAS BEEN MADE.

2ND CAUSE/ACTION: PLAINTIFF STATED AN ACCOUNT TO DEFENDANT WITHOUT OBJECTION THAT THERE IS NOW DUE PLAINTIFF FROM DEFENDANT(S) THE AMOUNT SET FORTH IN THE COMPLAINT, NO PART OF WHICH HAS BEEN PAID, ALTHOUGH DULY DEMANDED.

WHEREFORE, PLAINTIFF DEMANDS JUDGMENT AGAINST DEFENDANT(S) FOR THE SUM OF  
7,242.12  
TOGETHER WITH THE DISBURSEMENTS OF THIS ACTION

UNDERSTAND THAT ANY INFORMATION WE  
OBTAIN WILL BE USED FOR THE PURPOSE  
OF ATTEMPTING TO COLLECT THIS DEBT.

FORSTER & GARBUS LLP  
ATTORNEY(S) FOR PLAINTIFF  
60 MOTOR PARKWAY  
COMMACK, NY 11725

2013 JUN 19 AM 10:40

DATED: THE 10 DAY OF JUNE , 2013



RONALD FORSTER JOEL D. LEIDERMAN EDWARD C. KLEIN

PURSUANT TO PART 130-1.1-a OF THE RULES OF THE  
CHIEF ADMINISTRATOR THIS SIGNATURE APPLIES  
TO THE ATTACHED SUMMONS AND COMPLAINT

BUFFALO CITY COURT  
RECEIPT # 603334

DATE: 06-19-2013 TIME: 09:38  
CASE #: CU-004454-13/BU NATIONAL CO  
LLEGIATE  
STUDENT LOAN TRUST  
DEFENDANT: CORI FRAUENHOFER  
RECEIVED FROM: FORSTER AND GARBUS,  
LLP

1-FILE SUMMONS/1ST PAPER	45.00
1-CONSUMER CREDIT FEE	95.00

TOTAL DUE:	140.00
------------	--------

PAYMENTS:

CHECK #150151	140.00
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AMOUNT TENDERED:	140.00
------------------	--------

OPERATOR: CW REGISTER#: 2



CITY COURT OF THE CITY OF BUFFALO : COUNTY OF  
ERIE



\*38498\*

AFFIDAVIT OF SERVICE

Index no : 4454  
Date of Purchase: 06/19/2013  
Office No: MS30000203853

Plaintiff(s):	NATIONAL COLLEGIATE STUDENT LOAN TRUST 2006-4, A DELAWARE STATUTORY TRUST(S)
Defendant(s):	CORI FRAUENHOFER

STATE OF NEW YORK COUNTY OF ERIE ss.:

TED KWIATKOWSKI, the undersigned, being duly sworn, deposes and says:  
I am over the age of 18 years, I reside in the state of New York.

On 07/01/2013 at 8:33 AM, I served the within SUMMONS AND FORMAL COMPLAINT BEARING INDEX  
NUMBER AND FILING DATE on CORI FRAUENHOFER at 288 TRAVERS CIRCLE APT B, AMHERST,  
NY 142281757 in the manner indicated below:

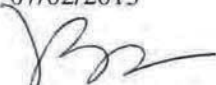
By delivering and leaving a true copy or copies of the aforementioned documents with said Defendant(s) personally. At  
the time of such service I knew the person so served as aforesaid to be the same person mentioned and described in the  
aforementioned documents as CORI FRAUENHOFER the Defendant(s) in this action.

Deponent asked the indicated person whether the defendant and/or present occupant was presently in the military  
service of the United States Government or on active duty in the military service of the State of New York or a  
dependant or anybody in the military and was told defendant and/or present occupant was not.

A description of the Defendant(s), or other person served on behalf of the Defendant(s) is as follows:

Sex	Color of skin/race	Color of hair	Age(Approx)	Height(Approx)	Weight(Approx)
Female	Caucasian	Brown	28	5ft - 5ft4in	131-160 lbs.
Other Features:					

Sworn to and subscribed before me on  
07/02/2013

  
Brenda J. Kolniak  
Notary Public, State of New York  
No. 01KO6244249  
Qualified in Erie County  
Commission Expires 7/5/2015

X   
TED KWIATKOWSKI  
Smart Serve Process  
1320 French Rd.  
Depew, NY 14043  
716-668-2711 Clerk: Brenda J. Kolniak



2013 JUL -5 11:11 AM  
CITY OF BUFFALO

Buffalo City Court  
Civil Judgment

## Plaintiff(s):

National Collegiate Student Loan Trust 2006-4, A Delaware Statutory Trust  
(s)

vs.

## Defendant(s):

Cori Frauenhofer

Index Number: CV-004454-13/BU

Judgment issued: On Default

On Motion of:

Forster & Garbus LLP  
60 Motor Parkway, PO Box 9030, Commack,  
NY 11725-

Amount claimed	\$7,242.12	Index Number Fee	\$45.00	Transcript Fee	\$6.00
Less Payments made	\$0.00	Consumer Credit Fee	\$95.00	County Clerk Fee	\$10.00
Less Counterclaim Offset	\$0.00	Service Fee	\$30.00	Enforcement Fee	\$86.00
Interest	\$0.00	Non-Military Fee	\$1.50	Other Disbursements	\$0.00
Attorney Fees	\$0.00	Notice of Trial Fee	\$0.00	Other Costs	\$0.00
Cost By Statute	\$50.00	Jury Demand Fee	\$0.00		
Total Damages		Total Costs & Disbursements		Judgment Total	\$7,565.62

The following named parties, addressed and identified as creditors below:

## Plaintiff creditor(s) and address

(1) National Collegiate Student Loan Trust 2006-4, A Delaware Statutory Trust (s)  
800 Boylston St Fl 34, Boston, Massachusetts 02199

Shall recover of the following parties, addresses and identified as debtors below:

## Defendant debtor(s) and address

(1) Cori Frauenhofer  
288 Travers Circle Apt B, Amherst, New York 14228Judgment entered at the Buffalo City Court, Buffalo City Court Building, 50 Delaware Avenue, Buffalo, NY 14202, in the  
STATE OF NEW YORK in the total amount of **\$7,565.62 on 12/10/2013 at 12:03 PM.**

Judgment sequence 1

S. Banks-Williams  
Sonia Banks William



INDEX NO. CV-004454/13  
CITY COURT OF THE CITY OF BUFFALO  
COUNTY OF ERIE

NATIONAL COLLEGIATE STUDENT LOAN  
TRUST 2006-4, A DELAWARE  
STATUTORY TRUST(S)

PLAINTIFFS,  
AGAINST  
CORI FRAUENHOFER

DEFENDANTS.  
0000203853 MS30000203853

JUDGMENT ON DEFAULT \*

AMOUNT CLAIMED IN COMPLAINT \$ 7,242.12  
LESS PMTS THRU \$ .00

BALANCE OF CLAIM AMOUNT DUE \$ 7,242.12  
INTEREST WAIVED \$ .00  
ATTORNEYS FEES WAIVED \$ .00

\$ 7,242.12

COSTS BY STATUTE 50.00  
SERVICE OF SUMMONS & COMP 30.00  
FILING OF SUMMONS & COMP 140.00  
MOTION FEE  
PROSPECTIVE EXECUTION FEE  
TRANSCRIPT & DOCKETING 16.00  
MILITARY AFF FEE 1.50  
SATISFACTION PIECE

SUBTOTAL 237.50

TOTAL \$ 7,479.62

\* PURSUANT TO FDCPA, PLEASE TAKE \*  
\* NOTICE THAT FORSTER & GARBUS LLP \*  
\* IS A DEBT COLLECTOR. \*

JUDGMENT ENTERED ON:

JUDGMENT IS RENDERED IN FAVOR OF THE  
PLAINTIFF  
NATIONAL COLLEGIATE STUDENT LOAN  
TRUST 2006-4, A DELAWARE  
STATUTORY TRUST(S)

800 BOYLSTON ST FL34 BOSTON, MA 02199

AND AGAINST THE FOLLOWING DEFENDANT(S)  
CORI FRAUENHOFER  
288 TRAVERS CIRCLE APT B  
AMHERST NY 14228

AS HEREIN ABOVE COMPUTED IN THE SUM  
OF \$ 7,479.62  
AND IT IS ADJUDGED THAT THE PLAINTIFF  
HAS EXECUTION THEREFORE.

, CLERK

STATE OF NY, COUNTY OF SUFFOLK SS:  
JOEL D. LEIDERMAN AFFIRMS TRUE UN-  
DER PENALTY OF PERJURY: HE IS ASSOC  
WITH PLAINTIFF'S ATTY, ADMITTED TO  
PRACTICE IN NY; DISBURSEMENTS SPECI-  
FIED HEREIN, HAVE BEEN OR WILL  
NECESSARILY BE MADE OR INCURRED, ARE  
REASONABLE IN AMOUNT; SERVICE OF  
SUMMONS AND COMPLAINT HAS BEEN  
MADE UPON DEFENDANT BY PERSONAL/SUB  
SERVICE AS APPEARS BY AFFIDAVIT  
OR ACKNOWLEDGEMENT OF SERVICE. THE  
TIME OF DEFENDANT/S TO APPEAR  
OR ANSWER HAS EXPIRED AND THE DE-  
FENDANT/S HAVE NOT APPEARED OR AN-  
SWERED. THIS AFFIRMATION IS MADE IN  
COMPLIANCE WITH 50 USCS APPX SECS  
501 ET SEQ AND N.Y.M.L. 300-328.  
THE DEFENDANT IS NOT AT THE  
PRESENT TIME IN THE MILITARY OR  
NAVAL SERVICE OF THE USA OR OF  
ANY ALLIED NATION OF THE USA AS  
SUCH TERM IS DEFINED BY THE ACTS OF  
CONGRESS. I BASE SUCH STATEMENTS  
ABOVE UPON THE FACTS STATED IN THE  
ATTACHED DOD MANPOWER DATA REPORT.  
AFFIRMANT GAVE ADDITIONAL  
NOTICE OF THIS ACTION TO DEFENDANTS  
BY MAILING A COPY OF THE SUMMONS  
IN FIRST CLASS POSTAGE PAID  
ENVELOPES MARKED "PERSONAL AND  
CONFIDENTIAL" WITH NO INDICATION  
THAT IT WAS FROM AN ATTORNEY OR  
CONCERNED AN ALLEGED DEBT  
ON 7/15/13  
BY DELIVERING IT TO AN EMPLOYEE OF  
THE USPS AT OUR OFFICES (USPS  
DOMESTIC MAIL MANUAL SEC. 507  
SUB 6.0 ET. SEQ.)  
THE ENVELOPES WERE ADDRESSED TO

CORI FRAUENHOFER

THE DEFENDANT/S AT  
288 TRAVERS CIRCLE APT B  
AMHERST NY 14228

THIS BEING THE LAST KNOWN RESIDENCE  
OF THE DEFENDANT/S.

MORE THAN 20 DAYS HAVE ELAPSED  
SINCE THEN, AND THE SUMMONS SO  
MAILED HAS NOT BEEN RETURNED BY THE  
USPO AS UNDELIVERABLE.

I AFFIRM THE SUMMONS AND COMPLAINT  
AND AFFIDAVIT (OR ACKNOWLEDGMENT)  
HAVE BEEN FILED IN THIS COURT UNDER  
THE ABOVE INDEX #.

DATED: 8/15/13

JOEL D. LEIDERMAN  
FORSTER & GARBUS LLP, ATTYS FOR PLTF  
60 MOTOR PKWY, COMMACK, NY 631-393-9400







6. I have reviewed the education loan records as business records described in this affidavit regarding account number xxxxx1612/002-001000. No payment has been made on this account since 9/13/2012. After all payments, credits and offsets have been applied, Defendant CORI FRAUENHOFER owe(s) the principal sum of \$ 7,150.81, together with accrued interest in the amount of \$ 221.00, totaling the sum of \$ 7,371.81 as of 10/7/2013. Attached hereto and incorporated as Exhibit "A" is a true and correct copy of the Credit Agreement/Promissory Note detailing that the Defendant(s) agreed to their facsimile/electronic signature is deemed to be an original. Under applicable federal and state law, all copies of signatures executed via facsimile or electronic email are considered to be a legal, binding agreement.

7. Based on records maintained by Plaintiff, the Defendant is not a minor or incompetent. A reasonable inquiry has been made to determine if the Defendant is in the military service of the United States of America, and to the best of my knowledge, that Defendant is not in such military services and is therefore not entitled to the rights and privileges provided under the Soldiers and Sailors Civil Relief Act of 1940, as amended.

8. I declare under the penalty of perjury under the laws of the forum state that the foregoing is true and correct to the best of my knowledge, information and belief.

FURTHER AFFIANT SAYETH NAUGHT.



Chandra Alphabet  
AFFIANT

Chandra Alphabet

Print Name:  
Legal Support Case Manager

Title:

SWORN AND SUBSCRIBED to before me this 17<sup>th</sup> day of October, 2013.

Colleen Y. Morgan  
NOTARY PUBLIC  
My Commission Expires on August 29, 2015

I am attorney-at-law admitted to practice in the State of GEORGIA and do hereby certify that the acknowledgment of proof upon the above document was taken in the manner prescribed by the laws of the State of GEORGIA and conforms to the laws thereof. IN WITNESS WHEREOF, I have hereunto set my hand this 17 day of October, 2013.

KRISTIAN KNOCHEL

GEORGIA BAR # 426673 Printed Name

[Signature]  
Signature

FORSTER & GARBUS ATTYS FOR PLAINTIFF  
60 MOTOR PARKWAY, COMMACK NY 11725  
631-393-9400 10/7/2013

# EXHIBIT A

2013 DEC -5 PM 3:14  
EJN



**NOTE DISCLOSURE STATEMENT**

\$ 6,005.52  
03878705  
 Loan No.

Borrower(s) CORIA FRAUENHOFER

Student: CORIA FRAUENHOFER  
 Date: October 20, 2006

CORIA FRAUENHOFER  
 227 IDLEWOOD DR  
 TONAWANDA, NY 14150 USA

Lender Name and Address:  
M&T BANK  
1 FOUNTAIN PLAZA  
BUFFALO, NEW YORK 14203

This disclosure statement relates to one or more advances on your Loan Note disbursed on October 20, 2006. Because your Loan is either being disbursed in whole or in part, or is entering repayment, or the repayment terms are being modified, the following information about your Loan is being given to you.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments scheduled.
<u>11.127</u> %	\$ <u>9,164.20</u>	\$ <u>5,435.00</u>	\$ <u>14,599.20</u>

Your payment schedule will be:

Number of Payments	Amount of Payments*	When Payments are due
<u>240</u>	\$ <u>60.83</u>	On the <u>15th</u> day of each month beginning <u>7/2007</u>

**VARIABLE RATE:** The Annual Percentage Rate, which is based on an index plus a margin, may increase during the term of the loan if the index rate increases. The index is (check one):

- ☐ Prime Rate Index Adjusted Monthly - The highest U.S. bank prime rate published in the "Money Rates" section of The Wall Street Journal (Eastern Edition) on the last business day of each calendar month.
- ☐ Prime Rate Index Adjusted Quarterly - The highest U.S. bank prime rate published in the "Money Rates" section of The Wall Street Journal (Eastern Edition) on the last business day of each calendar quarter.
- ☒ LIBOR Index Adjusted Quarterly - The average of the one-month London Interbank Offered Rates published in the "Money Rates" section of The Wall Street Journal (Eastern Edition) on the first business day of each of the three (3) calendar months immediately preceding the first day of each calendar quarter.
- ☐ LIBOR Index Adjusted Monthly - The one-month London Interbank Offered Rate published in the "Money Rates" section of The Wall Street Journal (Eastern Edition) on the first business day of each calendar month.

Any increase in the index and the Annual Percentage Rate which occurs while principal payments are deferred will increase the amount of any current and all future payments. Any increase in the index and the Annual Percentage Rate which occurs while principal and interest payments are deferred will increase the amount of all future payments. Any increase in the index and the Annual Percentage Rate which occurs after you have begun to make principal and interest payments on your loan will increase the amount of your future principal and interest payments beginning with your next annual payment adjustment date. For example, assume you obtain a loan in your junior year, in the amount of \$10,000, at an interest rate of 11%, and you defer principal and interest payments until after your graduation, and the repayment term of the loan is 20 years. If the interest rate increased to 12% on January 1st of your senior year, the interest which accrues while principal and interest payments are deferred will increase by \$75.11, and your monthly principal and interest payments would increase by \$9.05.

**LATE CHARGES:** If a payment is more than 15 days late, you may be charged \$5.00 or 5% of the payment, whichever is less. If you default, Lender (or subsequent holder of your Loan Note) may increase the margin used to compute the Annual Percentage Rate by two percentage points (2%).

**PREPAYMENT:** If you pay off early, you will not have to pay a penalty.

**Estimates:** All numerical disclosures except the late payment disclosure are estimates.

See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, any security interest, and prepayment refunds and penalties.

Principal Amount of Note (Amount Financed plus Prepaid Finance Charge) \$ 6,005.52

Itemization of Amount Financed

Amount paid to NIAGARA UNIVERSITY and \$ \_\_\_\_\_  
 Amount paid to CORIA FRAUENHOFER \$ 5,435.00  
 Total Amount Financed \$ 5,435.00

Itemization of Prepaid Finance Charge

Origination or Guarantee Fee \$ 570.52  
 Other Fees Paid (see your contract) \$ \_\_\_\_\_  
 Total Prepaid Finance Charge(s) \$ 570.52

\*If your Loan is disbursed in multiple advances, the monthly payment amount disclosed in the payment schedule reflects only that monthly payment necessary to repay this advance. The actual total monthly payment on your Loan will be based on the sum of all advances under your Loan Note and will be disclosed to you before your Loan enters repayment. Your minimum total monthly payment will be at least \$25.00 each month or the entire Loan balance whichever is less.



56206 122505

**\* Creditworthy Student \* Loan Request/Credit Agreement – Signature Page**

NON-NEGOTIABLE CREDIT AGREEMENT – THIS IS A CONSUMER CREDIT TRANSACTION

**LOAN PROGRAM INFORMATION**

M&amp;T Private Education Undergrad Loan

Academic Period: 08/2006-12/2006

Lender: M&amp;T Bank

School: NIAGARA UNIVERSITY

Loan Amount Requested: \$5435.00

Repayment Option: Full Deferral

Deferral Period Margin: 4.45

Repayment Period Margin: 4.45

Loan Origination Fee Percentage: 9.50

**STUDENT BORROWER INFORMATION (Must be at least 18 years of age)**

Borrower Name: Cori A Frauenhofer

Home Address: 227 Idlewood Dr Tonawanda, NY 14150

Social Security #: [REDACTED] 1612

Date of Birth: [REDACTED] 1985

Home Telephone: 7166950842

Current Employer: SWISS CHALET

Employer Telephone: 7168374300

Current Position: Other

Years There: 5 Years

Years at Previous Employment: 0 Years

Allimony, child support, or separate maintenance incomes do not have to be revealed if you do not want them considered for repaying this obligation. If you are relying on such additional income, please provide details on a separate sheet of paper.

Student Citizenship (check one box): ☒ U.S. Citizen☐ Eligible Non-Citizen (Attach front & back copy of CIS or student visa card)

Personal Reference Name: Thelma Frauenhofer

Reference Home Tel #: (716) 695-4196

Work Tel #:

Reference Street Address: 3754 Delaware 410

Reference City/State/Zip: Kenmore, NY 14217

By my signature, I certify that I have read, understand and agree to the terms of and undertake the obligations set forth on all four (4) pages of this Loan Request/Credit Agreement MT.05-06.CRWO.10SC.0105 ("Credit Agreement"). I understand that any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties, which may include fines or imprisonment. This Credit Agreement is signed under seal. I understand that I am not required to fax my signature on or to sign electronically this Credit Agreement and any related notices that require signature. If I choose to fax my signature on this Credit Agreement and any related notices that require signature, I intend: (i) my fax or electronic signature to be an electronic signature under applicable federal and state law, (ii) any fax printout or printout of Lender's electronic record of this Credit Agreement and related notices to be an original document, (iii) to conduct business with the Lender by electronic records and electronic signatures, and (iv) that this Credit Agreement will not be governed by Article 3 of the Uniform Commercial Code, and my obligations under this Credit Agreement will not be subject to, but any transfer of my obligations will be subject to, Article 9 of the Uniform Commercial Code.

FOR ALABAMA RESIDENTS: CAUTION – IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

FOR WISCONSIN RESIDENTS - NOTICE TO CUSTOMER:

- (a) DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ THE WRITING ON THE FOLLOWING PAGES, EVEN IF OTHERWISE ADVISED.
- (b) DO NOT SIGN THIS CREDIT AGREEMENT IF IT CONTAINS ANY BLANK SPACES.
- (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
- (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE UNDER THIS CREDIT AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

PLEASE SIGN BELOW – RETURN This Page With Proof of Income and Other Information (if applicable) – FAX TO 800-704-9408

Signature of Borrower

Cori Frauenhofer

Date

6/19/06

MT.05-06.CRWO.10SC.0105 LENDER COPY  
 PN03\_MT\_05-06\_CRWO\_F\_X\_FRAUENHOFE\_A103878705.pdf

MTSUDP



## Department of Defense Manpower Data Center

Results as of : Dec-03-2013 10:10:48

SCRA 3.0



# Status Report Pursuant to Servicemembers Civil Relief Act

Last Name: FRAUENHOFERFirst Name: CORI

Middle Name:

Active Duty Status As Of: Dec-03-2013

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty. HOWEVER, WITHOUT A SOCIAL SECURITY NUMBER, THE DEPARTMENT OF DEFENSE MANPOWER DATA CENTER CANNOT AUTHORITATIVELY ASSERT THAT THIS IS THE SAME INDIVIDUAL THAT YOUR QUERY REFERS TO. NAME AND DATE OF BIRTH ALONE DO NOT UNIQUELY IDENTIFY AN INDIVIDUAL.

*Mary M. Snavelly-Dixon*

Mary M. Snavelly-Dixon, Director  
Department of Defense - Manpower Data Center  
4800 Mark Center Drive, Suite 04E25  
Arlington, VA 22350

41:11 9-2010102

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenseink.mil" URL: <http://www.defenseink.mil/faq/pls/PC09SLDR.html>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

### More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

### Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: N5Z1SEDFE0ADCE0

2013 OCT - 5 11 31 AM



CITY COURT OF THE CITY OF BUFFALO  
COUNTY OF ERIE

Index # 4454/13  
Account# 0000203853  
Our Ref# MS30000203853

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NATIONAL COLLEGIATE STUDENT LOAN  
TRUST 2006-4, A DELAWARE  
STATUTORY TRUST(S)

Plaintiff,  
-against-

NON-MILITARY  
AFFIRMATION  
AND NON-EXPIRATION OF  
STATUTE OF LIMITATIONS  
AFFIRMATION

CORI FRAUENHOFER

Defendant.  
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JOEL D. LEIDERMAN an attorney duly admitted to practice in the courts of this state, affirms the following to be true under penalties of perjury:

1. I am associated with FORSTER & GARBUS LLP, the attorneys for the plaintiff, and I am fully familiar with the facts set forth in this affirmation based upon my personal knowledge or review of the file maintained by our office with respect to this action.

2. This affirmation is made pursuant to the United States Soldiers and Sailor's Relief Act of 1940, as amended, 50 U.S.C.A. App. Secs. 501 et. Seq. for the purpose of the entry of judgment against CORI FRAUENHOFER

defendant(s) in the above entitled action

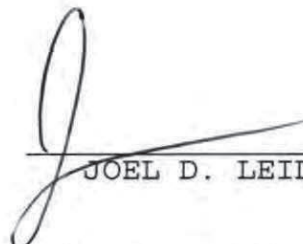
3. I provided the Department of Defense with the pertinent information about the defendant(s), such as date(s) of birth and/or social security number(s) which I know because that information was communicated to our office at the time this account was referred to our office. I requested that a military investigation be conducted.

4. Based upon the response I received from the Department of Defense Manpower Data Center dated 12/03/13 I am convinced that the defendant(s) is not on Active Duty Status in any branch of the United States military.

5. The cause of action accrued in DE. The statute of limitations for that state is 6 years. After making reasonable inquiry into this account, I have reason to believe that the statute of limitations had not expired at the time of the commencement of this lawsuit.

6. On information and belief the plaintiff herein is either an original creditor or, if a debt buyer the purchase was made prior to 1/1/11.

Dated: Commack, New York  
12/03/13

  
\_\_\_\_\_  
JOEL D. LEIDERMAN

Forster & Garbus LLP  
60 Motor Parkway, Commack, NY 11725  
(631) 393-9400 12/03/13